

Angela M. Taylor (State Bar No. 210425)  
angelataylor@jonesday.com  
JONES DAY  
3161 Michelson Drive, Suite 800  
Irvine, CA 92612.4408  
Telephone: (949) 851-3939  
Facsimile: (949) 553-7539

Attorneys for Defendant  
EXPERIAN INFORMATION SOLUTIONS, INC.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

JAMIE L. BRINSFIELD,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES,  
LLC, EXPERIAN INFORMATION  
SOLUTIONS, INC.,

Defendants.

Case No. 2:22-cv-00746-MCE-KJN

**STIPULATED PROTECTIVE ORDER**

Complaint filed: May 2, 2022

IT IS HEREBY STIPULATED by and between Plaintiff Jamie L. Brinsfield (“Plaintiff”) and Defendants Experian Information Solutions, Inc. (“Experian”), and Equifax Information Services, LLC (“Equifax”) through their respective attorneys of record, as follows:

WHEREAS, documents and information have been and may be sought, produced or exhibited by and among the parties to this action relating to trade secrets, confidential research, development, technology or other proprietary information belonging to the defendant[s], and/or personal income, credit and other confidential information of Plaintiff.

THEREFORE, an Order of this Court protecting such confidential information shall be and hereby is made by this Court on the following terms:

1           1.       This Order shall govern the use, handling and disclosure of all documents,  
2 testimony or information produced or given in this action which are designated to be subject to  
3 this Order in accordance with the terms hereof.

4           2.       Any party or non-party producing or filing documents or other materials in this  
5 action (the “Producing Party”) may designate such materials and the information contained  
6 therein subject to this Order by typing or stamping on the front of the document, or on the  
7 portion(s) of the document for which confidential treatment is designated, “Confidential.”

8           3.       To the extent any motions, briefs, pleadings, deposition transcripts, or other papers  
9 to be filed with the Court incorporate documents or information subject to this Order, the party  
10 filing such papers shall designate such materials, or portions thereof, as “Confidential,” and shall  
11 file them with the clerk under seal; provided, however, that a copy of such filing having the  
12 confidential information deleted therefrom may be made part of the public record. Any party  
13 filing any document under seal must comply with the requirements of Civil Local Rule 141.

14           4.       All documents, transcripts, or other materials subject to this Order, and all  
15 information derived therefrom (including, but not limited to, all testimony given in a deposition,  
16 declaration or otherwise, that refers, reflects or otherwise discusses any information designated  
17 “Confidential hereunder), shall not be used, directly or indirectly, by any person, including the  
18 other Defendants, for any business, commercial or competitive purposes or for any purpose  
19 whatsoever other than solely for the preparation for and trial of this action in accordance with the  
20 provisions of this Order.

21           5.       Except with the prior written consent of the individual or entity designating a  
22 document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any  
23 document, transcript or pleading given “Confidential” treatment under this Order, and any  
24 information contained in or derived from any such materials (including but not limited to, all  
25 deposition testimony that refers to, reflects or otherwise discusses any information designated  
26 “Confidential” hereunder) may not be disclosed other than in accordance with this Order and may  
27 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this  
28 litigation; (c) counsel for the parties, whether retained outside counsel or in-house counsel and

1 employees of counsel assigned to assist such counsel in the preparation of this litigation; (d) fact  
2 witnesses subject to a proffer to the Court or a stipulation of the parties that such witnesses need  
3 to know such information; (e) present or former employees of the Producing Party in connection  
4 with their depositions in this action (provided that no former employees shall be shown  
5 documents prepared after the date of his or her departure) and (f) experts specifically retained as  
6 consultants or expert witnesses in connection with this litigation.

7         6. Documents produced pursuant to this Order shall not be made available to any  
8 person designated in Subparagraph 5(f) unless he or she shall have first read this Order, agreed to  
9 be bound by its terms, and signed the attached “Declaration of Compliance” (Exhibit A).

10         7. All persons receiving any or all documents produced pursuant to this Order shall  
11 be advised of their confidential nature. All persons to whom confidential information and/or  
12 documents are disclosed are hereby enjoined from disclosing same to any person except as  
13 provided herein, and are further enjoined from using same except in the preparation for and trial  
14 of the above-captioned action between the named parties thereto. No person receiving or  
15 reviewing such confidential documents, information or transcript shall disseminate or disclose  
16 them to any person other than those described above in Paragraph 5 and for the purposes  
17 specified, and in no event shall such person make any other use of such document or transcript.

18         8. Nothing in this Order shall prevent a party from using at trial any information or  
19 materials designated “Confidential.”

20         9. This Order has been agreed to by the parties to facilitate discovery and the  
21 production of relevant evidence in this action. Neither the entry of this Order, nor the designation  
22 of any information, document, or the like as “Confidential,” nor the failure to make such  
23 designation, shall constitute evidence with respect to any issue in this action.

24         10. Within sixty (60) days after the final termination of this litigation, all documents,  
25 transcripts, or other materials afforded confidential treatment pursuant to this Order, including  
26 any extracts, summaries or compilations taken therefrom, but excluding any materials which in  
27 the good faith judgment of counsel are work product materials, shall be returned to the Producing  
28 Party.

1           11.     In the event that any party to this litigation disagrees at any point in these  
2 proceedings with any designation made under this Protective Order, the parties shall first try to  
3 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the  
4 party objecting to the designation may seek appropriate relief from this Court. During the  
5 pendency of any challenge to the designation of a document or information, the designated  
6 document or information shall continue to be treated as “Confidential” subject to the provisions  
7 of this Protective Order.

8           12.     Nothing herein shall affect or restrict the rights of any party with respect to its own  
9 documents or to the information obtained or developed independently of documents, transcripts  
10 and materials afforded confidential treatment pursuant to this Order.

11           13.     The Court retains the right to allow disclosure of any subject covered by this  
12 stipulation or to modify this stipulation at any time in the interest of justice.

13     /////  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Dated: July 18, 2022

Respectfully submitted,

2 /s/ Angela M. Taylor

3 Angela M. Taylor

4 Jones Day

3161 Michelson Drive, Ste. 800

Irvine, CA 92612

5 949-553-7549

6 Fax: 949-553-7539

Email: angelataylor@jonesday.com

7 *Attorneys for Defendant*

8 *Experian Information Solutions, Inc.*

9 Dated: July 18, 2022

Respectfully submitted,

10 /s/ Sylvia Bolos

11 Sylvia Bolos, PHV

Berger Montague PC

12 1229 Tyler Street NE

Suite 205

13 Minneapolis, MN 48067

215-875-4603

14 Email: sbolos@bm.net

15 *Attorneys for Plaintiff*

*Jamie L. Brinsfield*

16 Dated: July 18, 2022

Respectfully submitted,

17 /s/ Thomas P. Quinn, Jr.

18 Thomas P. Quinn, Jr.

19 Nokes & Quinn

410 Broadway

20 Laguna Beach, CA 92651

949-376-3500

21 Email: tquinn@nokesquinn.com

22 *Attorneys for Defendant*

*Equifax Information Services, LLC*

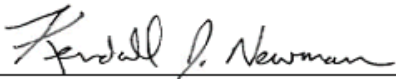
23  
24  
25 **ORDER**

26 The court has reviewed the parties' stipulated protective order. (See ECF No. 14). The  
27 stipulation comports with the relevant authorities and the court's applicable local rule. See L.R.  
28 141.1. The court APPROVES the protective order, subject to the following clarification. The

NAI-1532198216v1

1 Local Rules state that once an action is closed, “unless otherwise ordered, the court will not retain  
2 jurisdiction over enforcement of the terms of any protective order filed in that action.” L.R.  
3 141.1(f). Courts in the district generally do not agree to retain jurisdiction for disputes concerning  
4 protective orders after closure of the case. See, e.g., MD Helicopters, Inc. v. Aerometals, Inc., 2017  
5 WL 495778 (E.D. Cal., Feb. 03, 2017). Thus, the court will not retain jurisdiction over this  
6 protective order once the case is closed.

7 **Dated: July 18, 2022**

8   
9 KENDALL J. NEWMAN  
10 UNITED STATES MAGISTRATE JUDGE

brin.746

**EXHIBIT A**

**DECLARATION OF COMPLIANCE**

I, \_\_\_\_\_, declare as follows:

1. My address is \_\_\_\_\_.

2. My present employer is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4. I have received a copy of the Stipulated Protective Order entered in this action on \_\_\_\_\_, 20\_\_.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_.

**QUALIFIED PERSON**